

2015 AFSCME NEGOTIATIONS  
CITY PACKAGE PROPOSAL B

C-70  
6-11-15

**TERM**

Three Year Term

**WAGES**

3% general wage increase effective Fiscal Year 2015-2016. Effective the first pay period following ratification by the membership and approval by the City Council and ratification by the membership of the agreement, all salary ranges for employees holding positions in classifications assigned to MEF and CEO shall be increased by approximately 3%.

3% general wage increase effective Fiscal Year 2016-2017. Effective June 19, 2016, all salary ranges for employees holding positions in classifications assigned to MEF and CEO shall be increased by approximately 3%.

3% general wage increase effective Fiscal Year 2017-2018. Effective the first pay period of Fiscal Year 2017-2018, all salary ranges for employees holding positions in classifications assigned to MEF and CEO shall be increased by approximately 3%.

**HEALTH-IN-LIEU AND DENTAL-IN-LIEU**

As Proposed in City Package Proposal A

**PROTECTIVE FOOTWEAR**

See Attached

**DUES DEDUCTIONS**

As Proposed in City Package Proposal A

**WITNESS LEAVE**

As Proposed in City Package Proposal A

**NOTARY PAY**

See Attached

**PROTECTIVE EYEWEAR**

See Attached

**NEW EMPLOYEE ORIENTATION**

See Attached

**HIRING POLICY**

See Attached

## 2015 AFSCME NEGOTIATIONS CITY PACKAGE PROPOSAL B

### VACATION LEAVE

See Attached

### ANNUAL PERFORMANCE EVALUATION

See Attached

### DISCIPLINARY ACTION

See Attached

### HOURS OF WORK AND OVERTIME – PUBLIC SAFETY DISPATCHERS

See Attached (Incorporating Side Letter Into Agreement)

### SIDE LETTER AGREEMENTS

Higher Class Pay (City Proposal – As Proposed on May 26, 2015)

Part-Time Employees (See Attached)

Classification Study (Placeholder)

Administrative Costs of the Federated Retirement System (See Attached)

The following side letters will continue:

- Employee Commute Benefit Pilot Program
- Retiree Healthcare Stakeholder Solutions Working Group and Negotiations

### REOPENERS

Retirement Issues (See Attached)

Medical Benefits (See Attached)

### TENTATIVE AGREEMENTS (MEF only)

- Hours of Work and Overtime – Overtime Calculation
- Bulletin Board
- Disciplinary Action
- Grievance Procedure
- Sick Leave
- Union Rights – Employee Lists
- Leaves – Sick Leave
- Hours of Work and Overtime – ASOs / Sr. Airport Operations Specialists
- Leaves – Vacation Leave
- Housekeeping – Computation of Vacation Leave
- Safety
- Housekeeping – Benefits and Disability Leave

**2015 AFSCME NEGOTIATIONS  
CITY PACKAGE PROPOSAL B**

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- Shift Bidding

**TENTATIVE AGREEMENTS (CEO only)**

- Hours of Work and Overtime – Overtime Calculation
- Bulletin Board
- Disciplinary Action
- Grievance Procedure
- Sick Leave
- Employee Lists
- Sick Leave – Medical Verification
- Housekeeping – Disability Leave
- Housekeeping – Computation of Vacation Leave
- Vacation Leave

*\* This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*



## 2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

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### CITY COUNTERPROPOSAL TO CEO – PROTECTIVE FOOTWEAR

City Proposed Language:

#### ARTICLE 7 WAGES AND SPECIAL PAY

##### 7.24 Protective Footwear

7.24.1 The City agrees to ~~reimburse eligible employees~~ provide a voucher for the purchase of protective footwear for up to ~~\$150-200~~ for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

**CITY COUNTERPROPOSAL TO MEF – PROTECTIVE FOOTWEAR**

City Proposed Language:

**ARTICLE 12 WAGES AND SPECIAL PAY**

12.11 Protective Footwear. The City agrees to ~~reimburse eligible employees~~ provide a voucher for the purchase of protective footwear for up to ~~\$150-200~~ for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 12.10 above are not eligible to receive reimbursement for protective footwear under this provision.

## 2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

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### CITY COUNTERPROPOSAL TO CEO – NOTARY SERVICES

City Proposed Language:

#### ARTICLE 7 WAGES AND SPECIAL PAY

##### 7.19 Notary Services

Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose by the Department Director or designee, shall be compensated at the rate of twenty-five dollars (\$25) for each biweekly pay period actually worked ~~in which the employee performs notary services. Effective the first pay period of payroll calendar year 2008, employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose, shall be compensated at the rate of twenty-five dollars (\$25) for each bi-weekly pay period, subject to Departmental approval. Any employee who leaves a position in which he/she is receiving notary services pay will cease to receive notary services pay. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position for which the pay is authorized. When a certification expires, the notary services pay will automatically cease and it is the employee's responsibility to resubmit the request to Payroll with a valid/current certification in order to continue notary services pay.~~

**CITY COUNTERPROPOSAL TO MEF – NOTARY SERVICES**

City Proposed Language:

**ARTICLE 12 WAGES AND SPECIAL PAY**

12.14 Notary Services. Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San José by the Department Director or designee, shall be compensated at the rate of twenty-five dollars (\$25) for each bi-weekly pay period actually worked in which the employee performs notary services. Any employee who leaves a position in which he/she is receiving notary services pay will cease to receive notary services pay. This will occur whenever an employee is transferred, promoted, reassigned, or otherwise leaves the specific position for which the pay is authorized. When a certification expires, the notary services pay will automatically cease and it is the employee's responsibility to resubmit the request to Payroll with a valid/current certification in order to continue notary services pay.



**CITY COUNTERPROPOSAL TO MEF – PROTECTIVE EYEWEAR**

City Proposed Language:

**ARTICLE 12 WAGES AND PAY**

12.18 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees in the Environmental Services Department in the classifications listed below who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to \$200.00 for full-time employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

- Aquatic Toxicologist
- Biologist
- Chemist
- Associate Construction Inspector
- Senior Construction Inspector
- Lab Technician I/II
- Water Meter Reader
- Microbiologist
- Industrial Process Control Senior Specialist I/II



**CITY COUNTERPROPOSAL TO CEO – NEW EMPLOYEE ORIENTATION**

City Proposed Language:

**ARTICLE 36 NEW EMPLOYEE ORIENTATION**

The City shall provide designated CEO representative(s) reasonable access to new employees during the new employee orientations for full-time and part-time employees, in conjunction with the City's Procedures and Policies to provide information on the union. Attendance at any presentations by CEO shall be voluntary on the part of the new employee. The Office of Employee Relations shall work out arrangements with designated CEO representatives.

## 2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

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### CITY COUNTERPROPOSAL TO MEF – NEW EMPLOYEE ORIENTATION

City Proposed Language:

#### ARTICLE 6 UNION RIGHTS

- 6.8 New Employee Orientation. The City shall provide designated MEF representative(s) reasonable access to new employees during the monthly-new employee orientations for full-time and part-time employees to provide information on MEF. Attendance at any presentations by MEF shall be voluntary on the part of the new employee. The Human Resources Department shall work out arrangements with designated MEF representatives.

## **2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS**

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### **CITY COUNTERPROPOSAL TO CEO – HIRING POLICY**

City Proposed Language:

#### **ARTICLE 40 HIRING POLICY**

40.1 The City of San Jose Hiring Policy contained in the City Policy Manual contains the procedures and policies for hiring. The Hiring Policy shall include a reference to Salary Resolution #51870, which contains definitions of various terms including, but not limited to, step placement, promotion, lateral transfer, and demotion.



## 2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

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### CITY COUNTERPROPOSAL TO MEF – HIRING POLICY

City Proposed Language:

#### ARTICLE 25 HIRING POLICY

25.1 The City of San Jose Hiring Policy contained in the City Policy Manual contains the procedures and policies for hiring. The Hiring Policy shall include a reference to Salary Resolution #51870, which contains definitions of various terms including, but not limited to, step placement, promotion, lateral transfer, and demotion.

## 2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

### CITY COUNTERPROPOSAL TO CEO – VACATION LEAVE

City Proposed Language:

#### ARTICLE 17 VACATION AND PERSONAL LEAVE

17.1 Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

17.1.1 An employee shall accrue vacation leave at a rate specified below for each hour worked, in each year of employment as specified:

<u>Years of Service</u>	<u>Hours of Vacation Per 26 Pay Period Cycle</u>
First 5 years	80 hours
6th year – 10th year	120 hours
11th year – 12th year	136 hours
13th year – 14th year	152 hours
<del>15th year or more</del> 15th year – 24th year	168 hours
25th year or more	188 hours

Employees' accrual rate will change on the first pay period of the payroll calendar year in which they reach the designated years of service.

## 2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

### CITY COUNTERPROPOSAL TO MEF – VACATION LEAVE

City Proposed Language:

#### ARTICLE 10 LEAVES

##### 10.2 Vacation and Personal Leave

10.2.1 Eligible Full-time Employee - Vacation. Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

10.2.1.1 An employee shall accrue vacation leave at a rate specified below for each hour worked in each year of employment as specified:

<u>Years of Service</u>	<u>Hours of Vacation Per 26 Pay Period Cycle</u>
First 5 years	80 hours
6 – 10 years	120 hours
11 – 12 years	136 hours
13 – 14 years	152 hours
<del>15 or more years</del> 15 – 24 years	168 hours
25 or more years	188 hours



**CITY COUNTERPROPOSAL TO CEO – ANNUAL PERFORMANCE EVALUATION**

City Proposed Language:

**ARTICLE 27 ANNUAL PERFORMANCE EVALUATION**

27.4 Key Element Review. If the employee formally receives an overall performance rating of meets standard, but receives a below meets standard in an individual key element rating, the employee may request a review of that individual key element by the Department Director or designee. The employee must submit a written request to the Director or designee specifying the reasons for such request, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Director or designee shall look into the request and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Director or designee shall be final and binding.

27.4.1 If the employee formally receives a key element rating that is at or above "meets standard" on either an annual or special performance evaluation and is not satisfied with the appraisal, the employee may write a rebuttal within thirty (30) calendar days from the date the employee receives the final performance appraisal. The rebuttal, along with the performance appraisal, will be included in the employee's personnel file. The rebuttal may be in response to the entire appraisal or any particular section(s).

27.7 All employees represented by the ~~Union~~Employee Organization shall be evaluated using the standard performance evaluation form as designated by Human Resources and the Office of Employee Relations. Any changes to the performance evaluation form shall be provided in advance to the ~~Union~~Employee Organization pursuant to Article 37 of this agreement.

**CITY COUNTERPROPOSAL TO MEF – ANNUAL PERFORMANCE EVALUATION**

City Proposed Language:

**ARTICLE 18 ANNUAL AND SPECIAL PERFORMANCE EVALUATION**

18.2 Key Element Review. If the employee formally receives an overall performance rating of meets standard on either an annual or special performance evaluation, but receives a below meets standard in an individual key element rating, the employee may request a review of that individual key element by the Department Director or designee. The employee must submit a written request to the Director or designee specifying the reasons for such request, within thirty (30) calendar days from the date the employee received the final performance appraisal. The Director or designee shall look into the request and provide a written response to the employee within thirty (30) calendar days of receipt. The written response of the Director or designee shall be final and binding.

18.2.1 All employees represented by the Union shall be evaluated using the standard performance evaluation form as designated by Human Resources and the Office of Employee Relations. Any changes to the performance evaluation form shall be provided in advance to the Union pursuant to Article 20 of this agreement.

**CITY COUNTERPROPOSAL TO CEO – DISCIPLINARY ACTION**

City Proposed Language:

**ARTICLE 28 DISCIPLINARY ACTION**

28.1 The City of San Jose discipline policy applies to both regular permanent (nonprobationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.

28.1.2 Part-time unbenefited employees subject to separation due to disciplinary action may request a meeting with the Office of Employee Relations.



**CITY COUNTERPROPOSAL TO MEF – DISCIPLINARY ACTION**

City Proposed Language:

**ARTICLE 19 DISCIPLINARY ACTION**

19.1 The City of San Jose discipline policy applies to both regular permanent (nonprobationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.

19.1.2 Part-time unbenefited employees subject to separation due to disciplinary action may request a meeting with the Office of Employee Relations.

CITY PROPOSAL TO MEF – HOURS OF WORK AND OVERTIME

City Proposed Language:

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

7.3 The normal work schedule shall be forty (40)-hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period of at least thirty (30)-minutes, Monday through Friday. Insofar as is possible, lunch periods shall be scheduled in the middle of the shift. The length of any lunch period is subject to supervisory approval.

7.3.2 Paid time off (excluding Sick Leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for employees in the classifications listed below:

- Public Safety Communications Specialist
- Public Safety Communications Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher
- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND

THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101  
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

## Part-Time Employee Issues

The City and MEF and CEO agree to meet not less than once per month beginning July 2015, to continue discussions on issues related to MEF and CEO represented part-time employees, and reach a resolution by December 31, 2015. Topics that will be discussed in these meetings include, but are not limited to, the following:

- Hours of Work and Overtime Calculation for Part-Time Employees
- Employee Health Benefits for Part-Time Employees
- Discipline Process for Part-Time Employees
- Layoff Process for Part-Time Employees

The agreement to hold these meetings shall not be construed as an agreement to bind either the City or the MEF or CEO to modify part-time employee issues in the successor MOA.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

## FOR THE CITY:

Jennifer Schembri  
Interim Director of  
Employee Relations

**FOR THE UNION:**

Yolanda Cruz  
President  
MEF, AFSCME Local 101

LaVerne Washington  
President  
CEO, AFSCME Local 101

Charles Allen  
Business Agent  
AFSCME, Local 101



## **SIDE LETTER AGREEMENT**

BETWEEN  
THE CITY OF SAN JOSE  
AND

THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)  
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION, AFSCME, LOCAL NO. 101 (CEO)

### **Retirement Administrative Costs**

The City and MEF and CEO agree to continue discussions regarding the administrative costs of the Federated Retirement System, and the parties agree that a resolution shall be reached by December 31, 2015.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

#### **FOR THE CITY:**

\_\_\_\_\_  
Jennifer Schembri                      Date  
Interim Director of  
Employee Relations

#### **FOR THE UNION:**

\_\_\_\_\_  
Yolanda Cruz                      Date  
President  
MEF, AFSCME Local 101

\_\_\_\_\_  
LaVerne Washington                      Date  
President  
CEO, AFSCME Local 101

\_\_\_\_\_  
Charles Allen                      Date  
Business Agent  
AFSCME, Local 101

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND

THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

### **Retirement (Pension and Retiree Healthcare) Reopener**

The City of San Jose (City) and the Confidential Employees' Organization (CEO), AFSCME Local No. 101, agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and CEO, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or CEO receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to CEO and the parties shall commence the meet and confer within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative Egreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

#### **FOR THE CITY:**

\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations

\_\_\_\_\_  
Date

#### **FOR THE UNION:**

\_\_\_\_\_  
LaVerne Washington  
President  
CEO, AFSCME Local 101

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

\_\_\_\_\_  
Date

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF) AFSCME LOCAL NO. 101

**Retirement (Pension and Retiree Healthcare) Reopener**

The City of San Jose (City) and the Municipal Employees' Federation (MEF), AFSCME Local No.101, agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and MEF, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or MEF receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to MEF and the parties shall commence the meet and confer within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative Egreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

**FOR THE CITY:**

\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations

\_\_\_\_\_  
Date

**FOR THE UNION:**

\_\_\_\_\_  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

\_\_\_\_\_  
Date



## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

### City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Confidential Employees' Organization (CEO), AFSCME Local No.101, the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Articles 7.6 and 7.7 of the CEO MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or CEO may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or CEO receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milius Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

**FOR THE CITY:**

**FOR THE UNION:**

\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
LaVerne Washington  
President  
CEO, AFSCME Local 101

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

\_\_\_\_\_  
Date



BETWEEN  
THE CITY OF SAN JOSE  
AND

## City Medical Benefits Reopener

Charles Allen  
Business Agent  
AFSCME, Local 101

